

Senior Emergency Rent Assistance
Interlocal Agreement City of Cle Elum 2007

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM AND
KITTTAS COUNTY FOR THE COORDINATION OF THE
SENIOR EMERGENCY RENT ASSISTANCE PROGRAM

This Agreement is made and entered into this 15 day of May, 2007, by and between the City of Cle Elum, a municipal corporation (the "City"), and Kittitas County, a political subdivision of the State of Washington (the "County").

WHEREAS, the City is responsible for the welfare of all of the citizens within the city limits of Cle Elum, and

WHEREAS, the County is responsible for the welfare of all of the citizens within the unincorporated portions of Kittitas County, and

WHEREAS, both the City and the County staff fully support the need to protect those vulnerable populations such as senior citizens, and

WHEREAS, the City and County agree that providing an emergency rent assistance safety net for senior citizens over the age of 65 whose incomes are fixed and fluctuations of which cannot be controlled by the senior, and which income is below a specific annual level, is a proper and beneficial use of County and City resources, and

WHEREAS, this agreement shall apply to the application of funds from and by the County of Kittitas for a Senior Emergency Rent Assistance Program for seniors over 65 residing in either the incorporated or unincorporated areas of Kittitas County, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, and contemplated in RCW 36.22.178(1).

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the understanding that the County of Kittitas through HopeSource, a private, non-profit organization, will disburse funds for a Senior Emergency Rent Assistance Program to seniors over the age of 65 whether they reside in incorporated or unincorporated areas of Kittitas County.

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2. Responsibilities. The parties' respective responsibilities for this Program shall be as follows:

a. Administration and outreach for the Senior Emergency Rent Assistance Program will be the responsibility of HopeSource, who will report to the County of Kittitas annually on the results of that Program.

b. Funding for the Senior Emergency Rent Assistance Program will be provided by the County of Kittitas, and the expenditure of those funds will be tracked by the Kittitas County Auditor and reported to the Board of County Commissioners annually.

c. The responsibility of the City of Cle Elum is to encourage its citizens to inform themselves of this beneficial Program.

d. The City and the County agree to render mutual support in communication of this program to its senior population over the age of 65.

3. Indemnification.

a. The County shall indemnify, defend and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act or omission of the County's agents, employees or officers.

b. The City shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the City, whether by act or omission of the City's agents, employees or officers.

4. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

5. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

6. Relationship of the Parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to City employees. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to County employees.

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7. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
8. Disputes. If a dispute arises between the parties concerning this Agreement, the dispute shall be referred to the Cle Elum City Manager and the Chair of the Board of County Commissioners for resolution. If not resolved by the City Manager and Chair within thirty (30) days of referral, either party may pursue court action under paragraph 9 below.
9. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
10. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.
11. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
12. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
13. Duration and Termination. This Agreement shall commence and be effective on April __, 2007, and remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.
14. Filing. This Agreement shall be filed with the Kittitas County Auditor, as required by RCW 39.34.040.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first written above.

CITY OF CLE ELUM

Wamen Peng
Mayor Pro Tem

KITTITAS COUNTY

Alan A. Crankovich
Alan A. Crankovich
Chair, Board of County Commissioners

Attest:

Don Galka
City Clerk

David B. Bowen
Commissioner

[Signature]
Commissioner

Approved as to form:

Prosecuting Attorney



H O P E S O U R C E

Ellensburg

601 West Fifth Avenue Phone: 509-925-1448
Ellensburg, WA 98926 Fax 509-925-1204
Ride Line: 509-933-2287

Cle Elum

110 Pennsylvania Phone: 509-674-2375
Cle Elum, WA 98922 Fax 509-674-5187
Ride Line: 509-674-2251

Senior Emergency Rent Assistance Program

HopeSource is a private, non-profit 501 C 3 corporation serving Kittitas County continuously since 1967. Funding for HopeSource programs is primarily federal and state grant funds, with the City of Ellensburg and Kittitas County supporting specific programs. While we serve low-income households, the impact and effect of the programs we provide spread positively through the entire community, supporting widespread economic growth and development.

HopeSource currently has a main office at 601 West 5th Ave in Ellensburg that houses all of the core programs and subcontracts for the lower county food banks. There is also a HopeSource office at 110 Pennsylvania Street in Cle Elum which serves as an intake point for all programs and has an on-site food bank.

Objective of Program

To ensure that no senior (65 years of age and over) in Kittitas County suffers from housing insecurity. To ensure that all seniors are able to maintain their integrity and sense of honor even in times of significant need. To demonstrate to seniors and to ourselves that we are a community that protects and cares for this valued segment of our society.

HopeSource agrees to meet the following goals and provide the following services:

1. Identify seniors over the age of sixty-five who are at risk of becoming homeless, and inform them as to the services available for rent assistance.
 - a. To qualify for this Program, the senior must be residing in a senior living complex or other public apartment complex. Seniors in private residences would not qualify for this program.
 - b. To qualify for this Program, the senior must be able to document that they have exhausted all resources including monetary gifts or income from any source, savings, trust funds, other interest bearing accounts, or real property that could be sold.
2. Advise and assist seniors over the age of sixty-five in the application for and use of the emergency rent assistance funds provided by this program.
 - a. Seniors will fill out and sign a Rent Agreement and create a budget plan with the HopeSource staff.
 - b. HopeSource will verify with the complex manager the need and details of the specific situation, and the manager will sign the Rent Agreement.
 - c. Applicants may receive a maximum of \$450 per month, and may access the Program a maximum of 6 times per year.

Helping People Changing Lives

www.hopesource.us

- d. Payment arrangements are made between HopeSource and the Manager, and payment is made directly to the Manager on behalf of the senior. This process may take from two to six weeks to complete.
3. Be responsible for bringing to the attention of all seniors over the age of sixty-five in Kittitas County and their dependents the rights and benefits granted to them by law and by this program.
 - a. An outreach worker from HopeSource will remain in regular contact with all senior living centers and senior activity centers in the county to publicize the Program and to build the relationships necessary for seniors to comfortably request assistance.
 - b. The outreach worker will sit with applicants individually to explain the Program and remain in communication with them while the details are being finalized. The complex manager will be involved in the discussions that relate to confirmation of information and signature of the Rental Agreement and its terms.

Project Partners

HopeSource will be partnering and collaborating, at a minimum, with the following:

- Kittitas County Commissioners
- City of Ellensburg, Cle Elum, Kittitas & Roslyn
- Central Washington University
- Retired Senior Volunteer Program
- Upper and Lower County Senior Centers
- Kittitas Valley Community Hospital
- Aging and Long Term Care
- Hospice
- Elmview
- Ministerial Association
- Local Service Clubs
- State Department of Community, Trade and Economic Development

The Community Profile

- Kittitas County has an approximate population of 35,000 people and is projected to grow 17% over the next 5 years.
- The total number of seniors living in Kittitas County is 6,284, making up 16.8% of the total county population (Office of Financial Management figures for 2006). Of that total 2,133 are over the age of 75 years
- The culture of those over 65 years of age is to not seek or use outside help even in situations of extreme hardship, which has implications for marketing emergency services to them in a way that would enable them to take advantage of it
- In ten of the identified senior living centers in Kittitas County the majority unit price range is \$400 and up steeply. Only one senior living center is able to provide units in the range of \$200-\$399 and have limited slots.